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Attorneys for Defendant,  
BMW Financial Services NA LLC

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

SEUNGTAE KIM, an Individual,

Plaintiff,

vs.

BMW FINANCIAL SERVICES NA,  
LLC., a business entity; EQUIFAX  
INFORMATION SERVICES LLC, a  
business entity; EXPERIAN  
INFORMATION SOLUTIONS, INC.,  
a Corporation; TRANSUNION, LLC.,  
a business entity, and DOES 1-10,  
Inclusive,

Defendants.

CASE NO. 2:14-cv-01752-BRO SH

Assigned to Hon. Beverly Reid  
O'Connell

DEFENDANT BMW FINANCIAL  
SERVICES NA LLC's NOTICE OF  
MOTION AND MOTION IN  
LIMINE NO. 1 TO EXCLUDE THE  
EXPERT REPORT,  
SUPPLEMENTAL EXPERT  
REPORT AND TESTIMONY OF  
THOMAS A. TARTER;  
DECLARATION OF REBECCA A.  
CALEY; DECLARATION OF  
ALISON PARILLO

TRIAL DATE: April 21, 2015

TO PLAINTIFF AND HIS ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on April 13, 2015 at 8:30 a.m., in Courtroom  
14 located at 312 N. Spring Street, Los Angeles, California 90012, Defendant BMW  
Financial Services NA, LLC., a Delaware limited liability company ("BMW FS"  
and/or "Defendant"), named as BMW Financial Services NA, LLC, a business entity  
will and hereby does respectfully move this Court, *in limine*, to exclude the Expert

1 Report, Supplemental Expert Report and any testimony of Plaintiff's expert Thomas  
2 A. Tarter on the grounds that: (1) the Expert Report and Supplemental Expert  
3 Report are based on contradicted and unfounded evidence thereby making it  
4 unreliable; (2) the Expert Report and Supplemental Expert Report, received only on  
5 March 13, 2015, improperly offer legal opinions; and (3) Mr. Tarter lacks the  
6 necessary skill, knowledge, experience and education relating to identity theft  
7 investigations, specifically in the context of motor vehicle transactions.

8 BMW FS also requests that the Court issue an order directing the attorneys  
9 for Plaintiff to instruct Plaintiff and his witnesses to refrain from mentioning or  
10 referring to the above described evidence in the presence or hearing of jurors or  
11 prospective jurors; and (3) direct the attorneys for Plaintiff to immediately inform  
12 Plaintiff and their witnesses of the terms and effect of this order *in limine*.

13 This Motion is based on this Notice, Memorandum of Points and Authorities,  
14 the concurrently filed Declarations of Rebecca A. Caley and Alison Parillo, the  
15 Proposed Order lodged with the Court, and the exhibits attached thereto, the  
16 pleadings on file in this action, and such further argument and evidence as may be  
17 presented at the time of hearing on the Motion.

18  
19 Dated: March 16, 2015

Respectfully submitted,  
CALEY & ASSOCIATES  
A Professional Corporation

20  
21  
22 By: \_\_\_\_\_

Rebecca A. Caley  
Christopher M. Domin  
Attorneys for Defendant,  
BMW Financial Services NA, LLC

1 **I. INTRODUCTION AND SUMMARY OF ARGUMENT**

2 By way of this Motion in Limine No. 1 (Motion), Defendant BMW FS seeks  
3 to exclude the Expert Report, Supplemental Expert Report, and any testimony of  
4 Plaintiff's Credit Damages, Identity Theft, and Credit Reporting expert witness,  
5 Thomas A. Tarter, on the grounds that 1) the Expert Report and Supplemental  
6 Expert Report are based on contradicted and unfounded material evidence thereby  
7 making it unreliable; (2) the Expert Report and Supplemental Expert Report  
8 improperly offer legal opinions; and (3) Mr. Tarter lacks the necessary skill,  
9 knowledge, experience and education relating to identity theft investigations,  
10 specifically in the context of motor vehicle transactions, and the automobile sales  
11 industry.

12 **II. AN ORDER IN LIMINE IS PROPER**

13 A motion in limine is "any motion, whether made before or during trial, to  
14 exclude anticipated prejudicial evidence before the evidence is actually offered.  
15 *Luce v. United States*, 469 U.S. 38, 40 (1984). Obtaining a discretionary advance  
16 ruling on the admission of specific evidence, minimizes conferences and  
17 disruptions during trial by resolving critical evidentiary issues at the outset. *IN re:*  
18 *Japanese Electronic Products Antitrust Litig.* 723 F. 2d 238, 260 (3<sup>rd</sup> Cir. 1983),  
19 rev'd on other grounds, 475 U.S. 574 (1980). Authority for motions in limine is  
20 implied from "the courts' inherent power to manage the course of trials. *Luce*,  
21 *supra* at 41.

22 **III. Mr. TARTER'S EXPERT REPORT AND SUPPLEMENTAL**  
23 **EXPERT REPORT ARE UNRELIABLE AND HE SHOULD BE**  
24 **EXCLUDED FROM TESTIFYING**

25 **A. The Standard for the Admissibility of Expert Testimony.**

26 Expert testimony is allowed at trial if the expert's "specialized knowledge  
27 will assist the trier of fact to understand the evidence or determine a fact in issue."  
28 Fed. R. Evid. 702. An expert witness must be "qualified as an expert by

1 knowledge, skill, experience, training, or education” and may testify “if (1) **the**  
2 **testimony is based upon sufficient facts or data**, (2) the testimony is the product  
3 of reliable principles and methods, and (3) the witness has applied the principles  
4 and methods reliability to the facts of the case.” *Id.*; see also *Kumho Tire v.*  
5 *Carmichael*, 526 U.S. 137, 141, 148-49 (1999) [Emphasis Added.]. The “trial  
6 judge must ensure that any an all [expert] testimony or evidence admitted is not  
7 only relevant but reliable.” *Daubert v. Merrell Dow Pharms., Inc.*, 509 U.S. 579,  
8 588 (1993). “It is the proponent of the expert who has the burden of proving  
9 admissibility.” *Lust v. Merrell Dow Pharms., Inc.*, 89 F.3d 594, 598 (9<sup>th</sup> Cir.  
10 1996). As discussed below, Mr. Tarter’s Expert Report fails to meet the standards  
11 set forth above because it is based on factual findings and events that never  
12 occurred.

13 **B. The Automated Credit Dispute Verification (ACDV) Process.**

14 The Expert Report reflects that Mr. Tartar was requested “to address the  
15 conduct of BMW FS relative to the Fair Credit Reporting Act” following  
16 Plaintiff’s dispute of the BMW account with the Credit Reporting Agencies [Caley  
17 Decl., ¶, Exhibit “A” Expert Report.]. The only mode of transmitting information  
18 for evaluation from a Credit Reporting Agency (CRA), like Equifax, Experian or  
19 TransUnion to a furnisher of credit, like BMW FS, is by the means of an electronic  
20 transmission through the Automated Credit Dispute Verification system or what  
21 is commonly referred to as an “ACDV” report. This dispute is called an “indirect”  
22 dispute. There is also available a “direct” dispute, which is where the customer  
23 directly contacts the furnisher, or BMW FS, with any dispute information it would  
24 like the creditor or furnisher to consider. A direct dispute is not considered when  
25 a federal Fair Credit Report violation is claimed. So it is the ACDV transmission  
26 exclusively from where BMW FS receives its information to evaluate and consider  
27 any dispute. *Gorman v. Wolpoff & Adramson, LLP*, 584 F.3d 1147., 1154, fn. 9  
28 (9<sup>th</sup> Cir. 2009); *Gustafson v. Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS



1 70046 \*6 (C.D. Cal. 2014).

2 **C. The ACDV Did Not Include Any Additional Documents from**  
3 **Plaintiff.**

4 Plaintiff made a total of **seven (7)** indirect credit disputes claiming identity  
5 theft from the CRAs. **All of them came with “no images [documents] attached.”**  
6 The only information transmitted to BMW FS was the naked identity theft code  
7 number “103” with no facts or documents for BMW FS to consider or compare to  
8 the account profile. Therefore there was **zero** information for BMW FS to consider  
9 Plaintiff’s identity theft dispute and claim through the ACDV system. [See Parillo  
10 Decl., ¶¶ 5-7.]

11 **D. The Expert Reports Rely on Inaccurate Facts.**

12 This Motion became particularly imperative in light of Plaintiff’s deposition  
13 testimony that following his receipt of the results of BMW FS’ fraud investigation  
14 rejecting his claim dated October 30 2013, he did not submit any further  
15 documentation to BMW FS relating to his identity theft claim. [Caley Decl., ¶2.]  
16 In contradiction of Plaintiff’s testimony, Mr. Tarter’s Expert Report reflects that  
17 he relied on the following facts when forming his opinions:

- 18 ● On October 30, 2013, BMW FS notified KIM of its decision regarding  
19 the denial of his claim of identity theft [Undisputed];
- 20 ● **On November 27, 2013, “Kim provided additional documentation**  
21 **to BMW FS, and information regarding the suspected identity thief**  
22 **Mike Kim.”**
- 23 ● **On November 27, 2013, “Kim also filled out another ID Theft**  
24 **Affidavit with BMW FS.”**

25 [See Caley Decl., ¶3, Exhibit “A” Expert Report p. 17 -Chronology (j)-(m).]

26 Mr. Tarter’s Expert Report, and Supplemental Report are cracked at their  
27 foundation. His reports rely upon two critical events that never took place, those  
28 being that Plaintiff never provided BMW FS with any more documentation or

1 information to reconsider its October 30, 2013 decision to deny Plaintiff's identity  
2 theft claim, or that he filled out another ID Theft Affidavit for BMW FS'  
3 consideration. Therefore, because Mr. Tarter relied on phantom events when  
4 forming opinions, his entire Expert Report is unreliable and should not be  
5 considered by a jury. Plaintiff, however, did submit after October 30, 2013 one  
6 more indirect ACDV identity theft dispute through Experian on May 14, 2014. But  
7 like all before, it came with nothing other than the bare description claim of  
8 "identity theft" with no new images or documents for BMW FS to reconsider. So  
9 with nothing new to consider, it verified the account as otherwise accurate and  
10 again rejected the identity theft claim on June 2, 2014. [See Parillo Decl., ¶¶ 5-7.]

11 **E. The Expert Reports Fail to Consider the Lack of Documents and**  
12 **Information sent to BMW FS by the CRAs.**

13 In addition to his reliance on phantom events, Mr. Tarter's Expert Report  
14 and tardy Supplemental Report received only on March 13, 2015, are also  
15 unreliable because they are absent any analysis of fundamental issues such as what  
16 information or documents BMW FS received from the CRAs regarding Plaintiff's  
17 claim of identity theft, and what type of investigation or reinvestigation would  
18 have been reasonable. This omission which makes his reports defective to begin  
19 with, cannot be just a mere oversight, since the CRAs forwarded "**no documents**"  
20 with each identity theft dispute claim made to BMW FS. Since BMW FS had no  
21 documents provided by the CRA's to consider, and the Fair Credit Reporting Act  
22 considers only indirect disputes, there cannot be any basis for Mr. Tartar's opinion,  
23 good, bad or indifferent. [See Parillo Decl., ¶¶ 5-7.]

24 An expert in this field should know that the most important question in  
25 determining reasonableness is "whether the furnisher's procedures were reasonable  
26 in light of what it learned about the nature of the dispute from the description in the  
27 CRA's notice of dispute." *Gorman v. Wolpoff, LLP, supra* at 1160-61. The Expert  
28 Report and Supplemental Expert Report fail to discuss what information BMW FS

1 received from the CRAs and instead only set forth conclusory findings such as:  
2 “[h]ere BMW FS was clearly put on notice of the identity theft situation.  
3 The ACDV forms from Experian and Equifax are unequivocal in this  
4 respect. Compared to many ACDV forms, these gave BMW FS very good  
5 information with which to perform its reinvestigation, which is mandated  
6 by the federal Fair Credit Reporting Act. BWM [sic] failed to do so.”,  
7 when in fact BMW FS received “no documents”.

8 Mr. Tarter’s conclusory findings are based upon erroneous non-existent facts  
9 and also upon grossly exaggerated facts such as the above quoted languages  
10 conclusion that the ACDV forms gave BMW FS “very good” information to  
11 perform an investigation and reinvestigation.

12 Finally, although Mr. Tarter forms the opinion that BMW FS’ investigation  
13 and reinvestigation in Plaintiff’s claims of identity theft were unreasonable, he fails  
14 to identify or set forth what type of investigation would have been reasonable  
15 under these circumstances. The only discussion that nearly addresses the issue is  
16 Mr. Tarter’s finding that BMW FS should have escalated the matter to more senior  
17 management or “taken steps to expand the investigation.” [Caley Decl., ¶3, Exhibit  
18 “A” Expert Report, p.18.] However, without any discussion regarding what  
19 information BMW FS actually received from the CRA relating to Plaintiff’s  
20 claims, Mr. Tarter’s conclusions are baseless and should not be considered by the  
21 jury.

22 **IV. Mr. TARTER IS NOT QUALIFIED TO BE AN EXPERT IN**  
23 **THIS MATTER**

24 Federal Rule of Evidence 702 requires an expert witness be “qualified” . .  
25 . by knowledge, skill, experience, training, or education.” Fed. R. Evid. 702.  
26 Determining whether an expert is qualified is part of the Court’s gate keeping  
27 function under *Daubert*. Whether an expert is qualified is judged with respect to  
28 the subject matter of the witness’ testimony. *See Jones v. Lincoln Elec. Co.*, 188

1 F.3d 709, 723 (7th Cir. 1999). BMW FS does not dispute Mr. Tarter's  
2 qualifications with regard to the general subject areas of finance and credit  
3 systems. However, it does dispute his qualifications relating to identity theft,  
4 automobile loans, and the automotive dealer industry.

5 Mr. Tarter has been a consultant and out of the active business world since  
6 1993. [Caley Decl., ¶3, Exhibit "A" Expert Report, p.35.] There is nothing in the  
7 qualifications section of the Expert Report nor in his Resume reflecting his  
8 experience analyzing claims of identity theft in any loan industry - let alone the  
9 automobile finance industry. Furthermore, Mr. Tarter had already been an expert  
10 consultant for five years when Congress passed the Identity Theft and Assumption  
11 Deterrence Act ("The Identity Act") in 1998. The overview of that Act shows a  
12 sharp upward trend of identify theft complaints through the late nineteen-nineties  
13 into the beginning of the 21<sup>st</sup> Century, no doubt coinciding with the dawn of the  
14 mass public's use of the internet. Also, the California Identity Theft Law, which  
15 Plaintiff has alleged as a cause of action against BMW FS, was not even enacted  
16 until 2001 - nearly a decade after Mr. Tarter became a consultant. Cal. Civ. Code  
17 §1798.92. Therefore his first hand practical experience in this subject matter is  
18 non-existent.

19 Additionally, Mr. Tarter's Supplemental Expert Report should be discounted  
20 in its entirety. The Supplemental Report, which was received by BMW FS' counsel  
21 office's on the afternoon of Friday, March 13, 2015, sets forth unfounded  
22 conclusions regarding alleged automobile dealer "industry standards." There is  
23 absolutely nothing in the qualifications section of the Expert Report, Supplemental  
24 Expert Report, nor in Mr. Tarter's Resume regarding his expertise, experience and  
25 knowledge in the automobile dealer industry. Therefore, as Mr. Tarter has not  
26 adequately identified his qualifications relating to identity theft, let alone identity  
27 theft in the context of automobile loans, he should be precluded from testifying on  
28 a subject that has come to a head in the years following his exit from the banking



1 world.

2 **V. MR. TARTER'S LEGAL OPINIONS SHOULD BE EXCLUDED**

3 While Mr. Tarter's Expert Report provides a disclaimer that he is not  
4 discussing and/or opining from a legal perspective, his opinions certainly suggest  
5 otherwise. [Caley Decl., ¶3, Exhibit "A" Expert Report p. 11, 21.] Generally,  
6 "testimony in the form of an opinion or inference otherwise admissible is not  
7 objectionable because it embraces an ultimate issue to be decided by the trier of  
8 fact." Fed. R. Evid. 704(a). "That said, an expert witness cannot give an opinion  
9 as to her *legal conclusion*, i.e., an opinion on an ultimate issue of law. Similarly,  
10 instructing the jury as to the applicable law is the distinct and exclusive province  
11 of the court." *Hangerter v. Provident Life & Accident Ins. Co.*, 373 F.3d 998, 1016  
12 (9th Cir. 2004). Under the FCRA, the ultimate question for the jury to decide is  
13 whether BMW FS has *willfully* or *negligently* failed to comply with its furnisher  
14 investigation provisions. 15 U.S.C. §1681(n)-(o).

15 Here, each of Mr. Tarter's opinions, begins with the phrase "By willfully and  
16 negligently failing . . .". [Caley Decl., ¶3, Exhibit "A" Expert Report p. 21.]  
17 Therefore, Mr. Tarter is providing more than an opinion from a banking and  
18 business perspective but rather legal opinions that use the key terms set forth under  
19 the FCRA to establish liability. It is unlikely a jury will be able to distinguish and  
20 separate Mr. Tarter's opinions regarding BMW FS' alleged "negligent" and  
21 "intentional" conduct in the business setting from the willful and negligent  
22 standards set forth in the FCRA. Mr. Tarter's opinions will only lead to confusion  
23 and will prejudice BMW FS. Additionally, Mr. Tarter's untimely filed  
24 Supplemental Expert Report is riddled with legal conclusions most glaringly the  
25 following "[t]he credit reporting specialist, who are tasked with the responsibility  
26 of conducting a reasonable reinvestigation pursuant to the Fair Credit Reporting  
27 Act at BMW FS failed to conduct a reasonable reinvestigation." [Caley Decl., ¶4,  
28 Exhibit "B" Supp. Report, p. 2, para. 3.] This is precisely the type of legal

1 conclusion on an ultimate issue of law that Mr. Tarter is not allowed make.  
2 Therefore, any and all legal conclusions offered by Mr. Tarter in testimony, Expert  
3 Report and Supplemental Expert Report should be excluded.

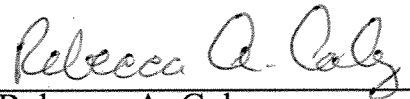
4 **VI. CONCLUSION**

5 Based on the foregoing reasons, BMW FS respectfully requests that this  
6 Court exclude the Expert Report, Supplemental Expert Report, and any testimony  
7 of Plaintiff's expert Thomas A. Tarter.

8  
9 Dated: March 16, 2015

Respectfully submitted,  
CALEY & ASSOCIATES  
A Professional Corporation

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11  
12 By:

  
\_\_\_\_\_  
Rebecca A. Caley  
Christopher M. Domin  
Attorneys for Defendant,  
BMW Financial Services NA, LLC

**DECLARATION OF REBECCA A. CALEY**

I, REBECCA A. CALEY, declare as follows:

1. I am an individual over the age of 18 years, with personal knowledge of the facts set forth herein. If called as a witness, I could and would competently testify hereto. I am an attorney duly licensed and admitted to practice law before all courts of the State of California, including this court. I am an the principal of the law firm of Caley & Associates, which has been retained by Defendant BMW Financial Services, NA, LLC, a Delaware limited liability company to serve as counsel of record on its behalf in this matter. I am the primary attorney on this matter and am therefore the most qualified person to make this Declaration on behalf of this office.

2. On February 23, 2015, I attended the Deposition of Plaintiff Seungtae Kim ("Plaintiff"). At the deposition, I questioned Plaintiff regarding any actions he undertook following receipt of BMW FS' denial of his claim of identity theft dated October 30, 2013. He testified that he called BMW FS on November 7, 2013 desiring that he reconsider the denial, to which he testified that he was invited to send additional information for BMW FS to consider if he had any such information. However, in response to my question asking whether Plaintiff ever sent BMW FS any further information after receiving the notice of denial, Plaintiff responded that he did not.

3. Attached as Exhibit "A" is a true and correct copy of Mr. Tarter's Expert Report.

4. Attached as Exhibit "B" is a true and correct copy of Mr. Tarter's Supplemental Expert Report. Mr. Tarter's Supplemental Expert Report was not received by my office until the afternoon of Friday, March 13, 2015.

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1 I declare under the penalty of perjury under the laws of the United States  
2 of America that the foregoing is true and correct.

3 Executed on March 16, 2015, at Brea, California.

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6 REBECCA A. CALEY  
7 Declarant  
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**DECLARATION OF ALISON PARILLO**

I, ALISON PARILLO, declare as follows:

1. I am presently the Canada Operations Manager for BMW Financial Services NA, LLC ("BMW FS") at its office located in Hilliard, Ohio and am authorized to make this declaration on its behalf. I am over the age of eighteen (18) have knowledge of the matters set forth in this declaration and if called as a witness to testify to any of the facts set forth herein, I could and would competently do so.

2. I have been employed with BMW FS for over fifteen (15) years. From January 2013 through September 2014 I held the position of Escalations Team Leader. Among my responsibilities in that position was to be familiar with the processes and procedures of BMW FS reporting its customers' credit history to the credit reporting agencies ("CRAs") and the receipt and response of any inquiries or indirect disputes received from the CRAs through an online system called "E-Oscar" utilizing Automated Credit Dispute Verification ("ACDV") reports. I further supervised the BMW FS representatives who investigated said ACDV inquiries and disputes including any direct disputes received from the customer. Any fraud claims received from the customer are referred to the BMW fraud department for review and when the investigation is completed, the results are noted on the customer's account and then reported accordingly.

3. Based upon my personal knowledge of the sources of the information relating to the account, my own review, the methods used to maintain BMW FS's records, and my personal supervision of representatives responsible for maintaining and overseeing those records, I am able to testify that the records of BMW FS, referred to in this declaration and attached to this declaration are in fact business records of BMW FS, made in the ordinary course of BMW FS's business. In addition, all entries made in the records referred to herein are made at or near the time of the occurrences of the events of recorded therein. All

1 entries are made by persons who have a responsibility to and authorization from  
2 BMW.

3 4. I am also one of the authorized custodians of records to have custody,  
4 access and control of the customer account records of Plaintiff's account.  
5 Included within those records are the "Service Notes" where it is recorded,  
6 among other things, when, the type and any BMW FS response to any ACDV  
7 dispute that is received from the CRAs, including any direct disputes received  
8 by the customer. A true and correct copy of said Service Notes are attached  
9 hereto and incorporated herein as Exhibit "B".

10 5. BMW FS Exhibit "B" Service Notes reflect that on the following  
11 dates an ACDV report was received from the identified CRA and BMW FS'  
12 response thereto:

- 13 • September 6, 2013 ACDV received from Equifax an "Identity Theft"  
14 claim code, **but without any information, images or documents**  
15 **included to consider said claim.** BMW FS responded on September 18,  
16 2013 that the account was verified as reported.
- 17 • September 9, 2013 ACDV received from Experian an "Identity Theft"  
18 claim code, **but without any information, images or documents**  
19 **included to consider said claim.** BMW FS responded on September 19,  
20 2013 that the account was verified as reported.
- 21 • September 12, 2013 ACDV received from Equifax an "Identity Theft"  
22 claim code, **but without any information, images or documents**  
23 **included to consider said claim.** BMW FS responded on September 23,  
24 2013 that the account was verified as reported.
- 25 • September 9, 2013 ACDV received from TransUnion an "Identity Theft"  
26 claim code, **but without any information, images or documents**  
27 **included to consider said claim.** BMW FS responded on September 23,  
28 2013 that the account was verified as reported.

- 1 • October 7, 2013 ACDV received from Equifax an “Identity Theft” claim  
2 code, **but without any information, images or documents included to**  
3 **consider said claim.** BMW FS responded on October 14, 2013 that the  
4 account had been modified.
- 5 • October 13, 2013 ACDV received from Equifax an “Identity Theft” claim  
6 code, **but without any information, images or documents included to**  
7 **consider said claim.** BMW FS responded on October 23, 2013 that the  
8 account was verified as reported.
- 9 • May 14, 2014 ACDV received from Experian an “Identity Theft” claim  
10 code, **but without any information, images or documents included to**  
11 **consider said claim.** BMW FS responded on June 2, 2014 that the  
12 account was verified as reported.

13 6. BMW FS also received a direct identity theft claim from the Plaintiff  
14 that was investigated by the suspicious activity representative in the Fraud  
15 Department. Documents in support of Plaintiff’s claim were received on  
16 September 23, 2013 and after investigating the claim, Plaintiff was notified by  
17 mail that said claim was denied on October 30, 2013. On November 7, 2013,  
18 said Exhibit “B” Service Notes reflect that Plaintiff called in requesting  
19 reconsideration of the identity theft claim. He was invited to send any  
20 additional information for re-consideration, however, the records reflect that  
21 Plaintiff never forwarded any further documents or information to BMW FS  
22 upon which to reconsider the claim.


23 7. The above May 14, 2014 ACDV report received after the conclusion  
24 of the fraud investigation, like all the others stated an identity theft claim code,  
25 but again came without any information, documents or images upon which to  
26 reconsider the October 30, 2013 decision already noted in the Service Notes.  
27 Therefore, the account was verified as reported.

28 ///



1 I declare under penalty of perjury under the laws of the United States of  
2 America that the foregoing is true and correct.

3 Executed this 16<sup>th</sup> day of March, 2015 in Hilliard, Ohio.

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6 ALISON PARILLO  
7 Declarant  
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